

UT 58986

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USGS #. 04HQAG0125
NPS #. H5000 04 5040
USFS #. SRS 33-RJVA-99-621
DOE# DE-FC02-99ER-62856

**SOUTHERN APPALACHIAN MOUNTAINS
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE and JOINT VENTURE AGREEMENT

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Fish and Wildlife Service
U.S. Geological Survey
National Park Service**

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service**

DEPARTMENT OF ENERGY

and

**UNIVERSITY OF TENNESSEE (HOST)
Appalachian State University
Florida A&M University
Lincoln Memorial University
Middle Tennessee State University
Tennessee Technological University
University of Kentucky
Western Carolina University
Western Kentucky University
Great Smoky Mountains Conservation Association
Joint Institute for Energy and the Environment
Oak Ridge National Laboratory
Southern Appalachian Man and Biosphere**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S.D.A. Forest Service, and Department of Energy (hereinafter called Federal Agencies), and the University of Tennessee and its partner institutions is a continuation for a five (5) year term of the existing agreement for the operation and maintenance of the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit (CESU). This continuation of the Southern Appalachian Mountains CESU is implemented by mutual consent of the parties and is consistent with the prior agreement and the express intent of the request for proposals for that agreement. The Southern Appalachian Mountains CESU is associated with a national network of CESUs.
- B. The objectives of the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit (CESU) are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter call USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 U.S.C. 742f, the USFWS is authorized to enter into the cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.

- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 U.S.C. 6302 et seq., 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- G. The U.S.D.A. Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C 1641-1646). In accordance with 7 USC 3318 (b) the USDA FS is authorized to enter into a joint venture agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- H. The U.S. Department of Energy's (hereafter called DOE) mission is to ensure the energy security of this nation, maintain the safety, security and reliability of the U. S. nuclear weapons stockpile, clean up the environment from the legacy of the Cold War, and support basic and strategic energy-related research and development, including environmental research in support of the Department's mission. In accordance with Public Law 95-91, The DOE Organization Act, the DOE is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance, and education.
- I. The University of Tennessee, Knoxville (hereinafter called Host University) provides a large, diverse, and solid foundation of programs relevant to a comprehensive approach for the study, analysis and management of the Southern Appalachian Mountains ecosystem. UT Knoxville, as the main campus of Tennessee's State University and Land Grant institutions, serves the state, region, and nation through a broad spectrum of undergraduate, graduate and professional studies, research and creative activity, and public service.
- J. The partner institutions to the Host University include Appalachian State University, Florida A&M University, Lincoln Memorial University, Middle Tennessee State

University, Tennessee Technological University, University of Kentucky, Western Carolina University, Western Kentucky University, Great Smoky Mountains Conservation Association, Joint Institute for Energy and the Environment, Oak Ridge National Laboratory, and Southern Appalachian Man and Biosphere (hereinafter called Partner Institutions).

ARTICLE II. STATEMENT OF WORK

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Southern Appalachian Mountains CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the agreement; and
10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Southern Appalachian Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Southern Appalachian Mountains CESU objectives, as appropriate;

4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Southern Appalachian Mountains CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Southern Appalachian Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Southern Appalachian Mountains CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Southern Appalachian Mountains CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Southern Appalachian Mountains CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Maintain the Southern Appalachian Mountains CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current Southern Appalachian Mountains CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that are in accordance with their respective policies and procedures and include a specific "scope of work" statement and a brief explanation of the following:
 - a) the proposed work and what is being modified in the agreement;
 - b) the project contribution to the objectives of the CESU;
 - c) the methodology of the project;
 - d) the substantial involvement of each party;
 - e) the project budget and schedule;
 - f) the specific deliverables;

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy), and these documents are incorporated into this agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date. The effective date of this agreement shall be 19 June 2004. Parties will have until 18 June 2004 to sign this agreement and thereby express their intent to continue participation in the Southern Appalachian Mountains CESU; parties that do not sign this agreement by 18 June 2004 will not be participants in the Southern Appalachian Mountains CESU.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Southern Appalachian Mountains CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
 1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the agreement and the Host University shall sign the amendment.
- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

- F. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

A. The technical representatives for the Federal Agencies are as follows:

1. Bureau of Land Management

Geoff Walsh
BLM Eastern States Office
7450 Boston Boulevard
Springfield, VA 22153
Phone: 703-440-1668
Fax: 703-440-1551
gwalsh@es.blm.gov

2. U.S. Fish and Wildlife Service

Keith Taniguchi
U.S. Fish and Wildlife Service
Div. of Migratory Birds
1875 Century Boulevard
Atlanta, GA 30345
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3. U.S. Geological Survey

Joseph Clark
U.S. Geological Survey
University of Tennessee
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4. National Park Service

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National Park Service
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Dr. Raymond Albright
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Southern Appalachian Mountains CESU
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5. U.S.D.A. Forest Service

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6. Department of Energy

Dr. Jeff Amthor
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B. The technical representative for the Host University is:

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Professor and Head
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C. The technical representatives for the Partner Institutions are:

1. Appalachian State University

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2. Florida A&M University

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3. Lincoln Memorial University

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4. Middle Tennessee State University

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6. University of Kentucky

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7. Western Carolina University

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8. Western Kentucky University

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Western Kentucky University
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9. Great Smoky Mountains Conservation Association

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10. Joint Institute for Energy and the Environment

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11. Oak Ridge National Laboratory

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Oak Ridge National Laboratory
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Oak Ridge, TN 37381-6036
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GrahamRL@ornl.gov

12. Southern Appalachian Man and Biosphere

Dr. Robb Turner

Southern Appalachian Man and Biosphere

317 Conference Center Bldg.

Knoxville, TN 37996-4138

Phone: (865) 974-4585

Fax: (865) 974-4609

rturner@utk.edu

ARTICLE V. AWARD

- A. Payments made by the Federal Agencies for work covered by all modifications to this agreement will be in accordance with OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).
- B. A 17.5% indirect cost rate will be paid on work covered by all modifications to this agreement. An exception is that the USDA Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. In accordance with individual Federal Agency policies, indirect costs may be used to satisfy Federal Agency cost-sharing requirements.
- C. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the agreement, subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Southern Appalachian Mountains CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this agreement.
- C. A current role and mission statement will be maintained and agreed to by all Southern Appalachian Mountains CESU cooperators.
- D. Annual work plans will be developed to guide the specific activities of the Southern Appalachian Mountains CESU and will:
 - 1. Describe the Southern Appalachian Mountains CESU ongoing and proposed research, technical assistance and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff and students involved in the Southern Appalachian Mountains CESU during the year.Copies of the annual work plan will be available to all parties to this agreement.
- E. A current multi-year strategic plan will be maintained to generally guide the Southern Appalachian Mountains CESU.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

ARTICLE IX. TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon. The provisions of this section shall not apply to any contracts or agreements heretofore or hereafter entered into under the Agricultural Adjustment Act (7.U.S.C. 601 et seq.), the Federal Farm Loan Act, the Emergency Farm Mortgage Act of 1933, the Federal Farm Mortgage Corporation Act, the Farm Credit Act of 1933, and the Home Owners' Loan Act of 1933 (12 U.S.C. 1461 et seq.), and shall not apply to contracts or agreements of a kind which the Secretary of Agriculture may enter into with farmers: Provided, That such exemption shall be made a matter of public record.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution

or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter.

Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion.

2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Fish and Wildlife Service
- C. U.S. Geological Survey
- D. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- E. U.S.D.A. Forest Service

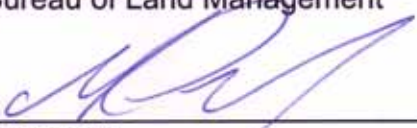
F. DEPARTMENT OF ENERGY

G. UNIVERSITY OF TENNESSEE

- H. Appalachian State University
- I. Florida A&M University
- J. Lincoln Memorial University
- K. Middle Tennessee State University
- L. Tennessee Technological University
- M. University of Kentucky
- N. Western Carolina University
- O. Western Kentucky University
- P. Great Smoky Mountains Conservation Association
- Q. Joint Institute for Energy and the Environment
- R. Oak Ridge National Laboratory
- S. Southern Appalachian Man and Biosphere

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management



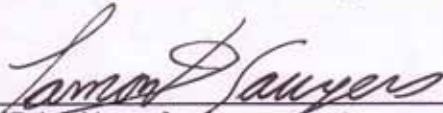
[Print Name]:
[Print Title]: *State Director*

JUN 14 2004

Date

1 ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

2
3 A. Bureau of Land Management

4
5 
6

7 [Print Name]: *Lamont D. Sawyers*

8 [Print Title]: *Contract Specialist*

6/16/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

B. U.S. Fish and Wildlife Service

•6


Donald H. Calder
Deputy Chief/Procurement Agent

04/26/2004
Date

[Print Name]:

[Print Title]:

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey

Pansy R. Yeatts, Contracting Officer

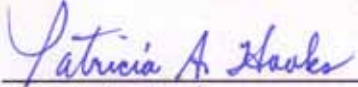
APR 28 2004

[Print Name]: PANSY R. YEATTS
[Print Title]:

Date

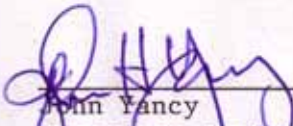
ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

D. National Park Service



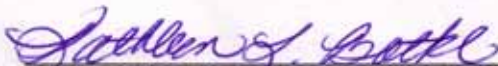
Patricia Hooks
Regional Director
Southeast Region

May 10, 2004
Date



John Yancy
Associate Regional Director
Natural Resource Stewarship and Science
Southeast Region

May 5, 2004
Date

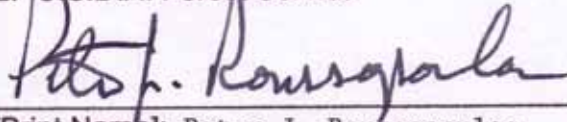


Kathleen L. Batke
Contracting Officer
Southeast Region

5/5/2004
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

E. U.S.D.A. Forest Service

A handwritten signature in dark ink, appearing to read "Peter J. Roussopoulos", written over a horizontal line.

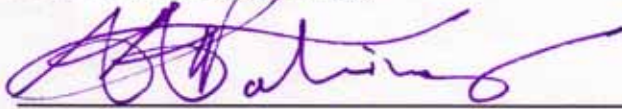
[Print Name]: Peter J. Roussopoulos

[Print Title]: Director

5/4/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

F. Department of Energy

A handwritten signature in blue ink, appearing to read 'A. Patrinos', written over a horizontal line.

4/27/04

[Print Name]: ARI PATRINOS

Date

[Print Title]: ASSOCIATE DIRECTOR OF SCIENCE
FOR BIOLOGICAL & ENVIRONMENTAL RESEARCH

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

G. University of Tennessee

gh



[Print Name]:

[Print Title]:

Jack H. Britt
~~Vice President for Agriculture~~

5-13-08
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

H. Appalachian State University

Gary L. Walker
[Print Name]: Gary L. Walker
[Print Title]:

4/27/04
Date

ASU - CESU Representative
Professor of Biology

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

I. Florida A&M University

MICHAEL ABAZINGE
[Print Name]:
[Print Title]: PROFESSOR / ASSOC. DIRECTOR

5/5/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

J. Lincoln Memorial University

Ronald S. Caldwell

[Print Name]: Ronald S. Caldwell

[Print Title]:

Professor of Biology

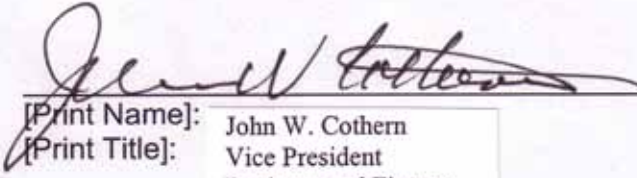
Director CMRC

27 April 2004

Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

K. Middle Tennessee State University


[Print Name]: John W. Cothran
[Print Title]: Vice President
Business and Finance

5/5/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

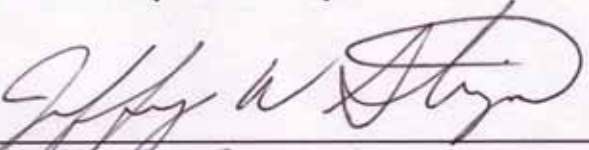
L. Tennessee Technological University

Daniel L. Combs
[Print Name]: Daniel L. Combs
[Print Title]: Chairperson, Dept. of Biology

4/27/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

M. University of Kentucky


[Print Name]: JEFFREY W. STRINGER
[Print Title]: ASSOCIATE PROFESSOR

4/29/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

N. Western Carolina University

Abdul M. Turay

[Print Name]: Abdul M. Turay

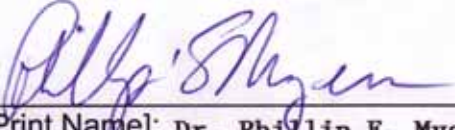
[Print Title]: Dean, Research & Graduate Studies

5/13/04
Date



ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

O. Western Kentucky University



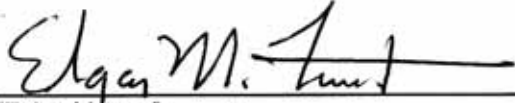
[Print Name]: Dr. Phillip E. Myers

[Print Title]: Executive Director WKURF

5/3/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

P. Great Smoky Mountains Conservation Association

A handwritten signature in cursive script, appearing to read "Elgar M. Hunt", written over a horizontal line.

[Print Name]:

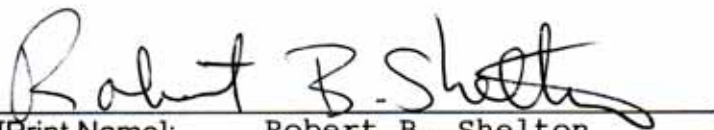
[Print Title]:

Asst. Sec.

14 Mar '04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

Q. Joint Institute for Energy and the Environment

A handwritten signature in black ink, reading "Robert B. Shelton", written over a horizontal line.

[Print Name]:

Robert B. Shelton

[Print Title]:

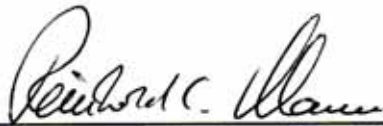
Executive Director

5/10/04

Date

ARTICLE XI – AUTHORIZING SIGNATURES (cont.)

R. Oak Ridge National Laboratory



[Print Name]: Reinhold C. Mann
[Print Title]: Vice-President
Biological and Environmental Sciences
UT-Battelle, LLC

5/12/09
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

S. Southern Appalachian Man and Biosphere



[Print Name]: Robert S. Turner
[Print Title]: Executive Director

5/10/04

Date